

***SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS
REQUEST FOR BID
SIGNAGE-EXTERIOR (VARIOUS LOCATIONS)
REMOVE AND REPLACE***

Designer: Arnold & Associates Interiors, Inc.
3707 Government St. Baton Rouge, LA 70806
P 225-343-2702 | F 225-343-2627
www.arnold-associates.net

SITE VISIT:

SEPTEMBER 23, 2020 @ 10:30 AM
Physical Plant Department
Benjamin H. Kraft Building
James L. Hunt Street
Southern University Baton Rouge
Site Telephone No. 225-4741

**DEADLINE TO SUBMIT INQUIRIES:
SUBMIT INQUIRIES TO:**

SEPTEMBER 28, 2020 by 5:00 PM
Linda Antoine
Email: linda_antoine@subr.edu

**DEADLINE TO SUBMIT BID:
SUBMIT BID TO:**

OCTOBER 9, 2020 @ 10:30 AM
Linda Antoine, Director
Southern University Purchasing Department
P. O. Box 9534 or
James L. Prestage Drive
J. S. Clark Adm. Bldg. Annex, 1st Floor
Baton Rouge, LA 70813
Telephone No. 225-771-2804 or 771-4580

NOTE: *You may place your bid in the Purchasing Department drop-box located in the J. S. Clark Administration Building Annex-First Floor to be clocked-in. Bid shall be placed in box by due date and time. You may also leave your bid at the front desk and bid results will be emailed to you.*

SOUTHERN UNIVERSITY AND A & M COLLEGE
PURCHASING DEPARTMENT
Post Office Box 9534
J.S. Clark Administration Annex Building
James J. Prestage Drive
1st Floor East
Baton Rouge, Louisiana 7081

INVITATION TO BID (ITB): Signage-Exterior (Various Locations) Remove and Replace

Bids will be received at the above office until **October 9, 2020 @ 10:30 a.m.** and at that time publicly opened and read. Bids received after above specified time and date will be returned unopened.

BID NO. _____
(Company's Name)

ADDRESS: _____
(Company's Address)

Bids shall be mailed to:
Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

As an alternative, bids may be hand delivered to:
Southern University
Purchasing Department
1st Floor East – James L. Prestage Drive
J. S. Clark Administration Annex Building
Baton Rouge, Louisiana 70813

Bidders are solely responsible for ensuring timely delivery of their bids. The Purchasing Department is not responsible for any delays caused by bidders' chosen means of bid delivery. Failure to meet bid opening date and time result in rejection of bids. Bid must comply with La. R.S.38:2212

Contractor certifies that specifications have been carefully examined and/or plans and General Terms and Conditions of the bid documents, bid inquiries form, insurance requirements and have personally inspected the site; and that there is a clear understanding of said documents. Contractor is to provide necessary tools, machinery, apparatus and other means of construction and to furnish all labor and materials specified in the contract, or called for by specifications necessary to complete and finish in a thorough and workmanlike manner, the proposed:

In accordance with R.S. 37:2150-2192 Commercial Contractors bid projects for the State of Louisiana, whose value is \$50,000 are required to own a Louisiana Contractor's License. The La. Contractor's License Number shall be placed on the outside of the bid envelope.

Bidder: _____
Company's Name

Signature: _____
Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594 (C)(4).

Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

Fax Number: _____

State License Number: _____

FEIN/TAX ID #: _____

Email Address: _____

Bid No. 10289

MAIN CAMPUS EXTERIOR SIGNAGE REPLACEMENT

Bid number 10289



**SOUTHERN
UNIVERSITY**

AND AGRICULTURAL & MECHANICAL COLLEGE

**ADVERTISEMENT
REQUEST FOR BID**

Sealed bids will be received by Southern University, Baton Rouge, Louisiana, in the Purchasing Office, J. S. Clark Administration Building Annex, South Entrance, 1st Floor East until the date indicated for the following:

***Southern University and A&M College-Baton Rouge*
SIGNAGE-EXTERIOR (REMOVE AND FURNISH & INSTALL)
BID NUMBER 10289
OCTOBER 9, 2020 @ 10:30 AM**

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda Antoine, Director of Purchasing**, will be considered as valid. Email inquiries to: linda_antoine@subr.edu.

SITE VISIT: September 23, 2020 @ 10:30 am, Physical Plant Department, James L. Hunt Street, Baton Rouge, LA 70813 (Southern University Campus).

Please comply with the COVID-19 Center for Disease and Control guidelines to visit SU Campus.

The University will only consider communication from bidders, signed and in writing to: linda_antoine@subr.edu or fax: (225)771-2026 or by mail to: the Purchasing Department, Southern University, Post Box 9534, or James J. Prestage Dr., J. S. Clark Administration Bldg. Annex, First Floor-Baton Rouge, Louisiana 70813, Attention: Linda Antoine. **Inquiries shall be submitted by September 28, 2020 by 5:00 pm.**

Any person requiring special accommodations should notify the Purchasing Office of the type(s) of accommodation required not less than seven (7) days before the bid opening date.

Bids may be withdrawn by written, telegraphic or fax notice received at the address designated in the Invitation to Bid prior to the time set for bid opening, as recorded by date stamp at the Purchasing Office. Bids received after closing time will be returned unopened. Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(a)(1)(c) and/or R.S. 39:1594(c)(2)(d).

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

ALL BID SPECIFICATIONS CAN BE OBTAINED BY ACCESSING LA STATE PROCUREMENT WEBSITE <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Any questions concerning bid documents, please contact Mary Jane Spruel, Assistant Director @ (225) 771-2800 or maryjane_spruel@subr.edu

The University reserves the right to reject any and all bids and to waive any informalities incidental thereto. Bids will be accepted only from contractors who are registered with State of Louisiana under the license classification of: (55120000) **Signage & Accessories**, (72130000) **General Building Construction**. Cost \$50,000 or more shall have license number on envelope.

***Linda A. Antoine, Director of Purchasing
Southern University and A&M College
AN EQUAL OPPORTUNITY EMPLOYER***

JOB SITE VISIT

NAME OF PROJECT: EXTERIOR SIGNAGE (REMOVE, FURNISH & INSTALL)

BUILDING: VARIOUS LOCATIONS

BID NUMBER 10289

SOUTHERN UNIVERSITY AND A & M COLLEGE

BATON ROUGE, LOUISIANA

SITE VISIT DATE: SEPTEMBER 23, 2020 @ 10:30 AM

It is the responsibility of the bidder to inspect job site, verify any measurements and/or supplies needed prior to submitting a bid price on this project. Each bidder shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. If vendor finds conditions that disagree with the physical layout as described in the bid, or any other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

JOB SITE VISIT LOCATION:

PHYSICAL PLANT DEPARTMENT

BENJAMIN KRAFT BUILDING

JAMES L. HUNT STREET

Southern University Baton Rouge Campus

Site telephone numbers: (225) 771-4741, 771-4742 or 771-4743

Contact: Henry Thurman

The signed statement certifies the vendor's name listed below has visited the proposed site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

COMPANY _____

BY _____

DATE _____

Note: Questions not answered at Site Visit or any additional questions shall be submitted in writing to the Director of Purchasing, Linda A. Antoine at linda_antoine@subr.edu.

Inquiries/Responses/Addenda are posted on LaPAC (LA State Procurement website) at

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/Agency/outMain.cfm>

It is the responsibility of the vendor to check LAPAC for addenda.

JOB SITE VERIFIED BY DESIGNATED SOUTHERN UNIVERSITY EMPLOYEE:

SIGNATURE

BID NUMBER 10289

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Southern University and A&M College
P. O. Box 9534 – James Prestage Drive
J. S. Clark Admin Building Annex
Baton Rouge, LA 70813

BID FOR: Bid Number 10289
Exterior Signage
Various Locations
Southern University A&M College
Baton Rouge, LA

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:
Southern University Purchasing Department and dated: September 10, 2020.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$) _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1: (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
_____ - not applicable - _____ Dollars (\$) _____ - not applicable - _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
_____ - not applicable - _____ Dollars (\$) _____ - not applicable - _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
_____ - not applicable - _____ Dollars (\$) _____ - not applicable - _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

EMAIL ADDRESS _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

Completion Time: 90 consecutive calendar days, or within the time that may be extended as stipulated in the contract.

Liquidated Damages: \$100 per day.

Bid Security: XX Yes (shall be included with bid) XX-Yes Performance and Payment Bond No. *Successful bidder will be notified by letter to secure Performance and Payment Bond up to 100% of cost.*

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

- (check here) _____ **Board Resolution included.**
- **BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.
- (check here) _____ **Bid Security included. Bid Security shall be total of 5% for base bid and alternates.**

Return with Bid

GENERAL TERMS & CONDITIONS
EXTERIOR SIGNAGE (REMOVE, FURNISH & INSTALL)

Southern University Purchasing Department will receive sealed bids until the time and date specified in this Invitation for Bid (IFB). No bid will be considered if received by the Purchasing Department after the specified time and date.

As an alternative, bids may be hand delivered to:

Bids should be mailed to:
Southern University
Purchasing Department
Post Office Box 9534
Baton Rouge, Louisiana 70813

Southern University
Purchasing Department
1st Floor East-James L. Prestage
J. S. Clark Administration Building
Baton Rouge, Louisiana 70813

Bids submitted are subject to provisions of but not limited to La.R.S.38:2212 Purchasing Rules and Regulations; Executive Orders; the General Terms & Conditions; and Specifications listed in this Invitation for Bid. Southern University reserves the right to award items separately, grouped or on an all or none basis and to reject any or all bids and waive any informalities.

COMPLETE WORDING FOR ALL REVISED STATUTES CAN BE SEARCHED ON THE STATE WEBSITE AT WWW.LEGIS.STATE.LA.US

SITE VISIT: September 23, @ 10:30 am- Physical Plant (Benjamin Kraft Bldg)

DEADLINE TO SUBMIT INQUIRIES: September 23, 2020 BY 5:00 PM

Submit inquiries to Linda Antoine at linda_antoine@subr.edu

DEADLINE TO SUBMIT BID: October 8, 2020 at 10:30 AM

INQUIRIES:

No negotiations, decisions, or actions will be executed by any bidder as a result of any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, sent to **Linda A. Antoine, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, either by email:

linda_antoine@subr.edu, fax: (225)771-2026 or by mail; to the attention of the Purchasing Department, Post Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine. Inquiries will be accepted through September 28, 2020 by 5:00 pm.

You may email inquiries.

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with forms provided and properly signed in ink. Bids submitted in the following manner will not be accepted:

- (1) Bid containing no signature
- (2) Bid filled out in pencil
- (3) Bid not submitted on University standard forms

Bids must be received at the address specified in the Invitation for Bid prior to bid opening time in order to be considered. .

2. Envelope

Bidders are requested to submit bid package in a sealed envelope of your choice that is clearly marked identifying the **company's name, complete address, bid number, time of bid opening, and license number, if applicable.** Bidder is responsible for means of delivery of bid. If cost is \$50,000 or more, a Louisiana Contractors License Number shall be placed on the outside of the envelope.

3. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws, regulations and the specifications contained in the IFB. Unless otherwise specified in the IFB, any manufacturer's name, trade name, brand name, or catalog numbers used in the specifications is for the purpose of describing the quality level, performance and characteristics required. Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model numbers will be considered as offering the exact product(s) specified in the IFB.

4. Descriptive Information

Bidders proposing an equivalent brand or model should submit information with bid (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability and compliance with the specifications in the IFB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product should be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s)

5. Bid Opening (see COVID-19 Restrictions)

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

6. Prices

Unless otherwise specified by the Purchasing Department, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected. In the event of extension errors, the unit price shall prevail.

7. Payment Terms

Payment is to be made within thirty (30) days after receipt of properly executed invoice, or delivery and acceptance, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695.

8. Deliveries

Bids may be rejected if the delivery or completion time indicated is longer than that specified in the IFB.

9. Vendor Invoices

Invoices or AIA payment form shall reference the Southern University purchase/release order number, vendor's packing list/delivery ticket, ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order and should show the amount of any prompt payment discount and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier will not be accepted. Terms are net 30. Payments are made at the Louisiana State Office of Risk Management. Payments will be made up to 90% of contract. The final 10% payment will be made after an Affidavit is signed attesting that suppliers and subcontractors have been paid.

10. Tax Information/State of Louisiana

Vendor is responsible for including all applicable taxes in the bid prices. Southern University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc. In accordance with Act Number 1029 of the 1991 Regular Session, effective September 1, 1991 state agencies will no longer be required to pay state sales tax.

11. New Products

Unless specifically called for, all products for purchases must be new (never previously used) and the current model and/or packaging. The manufacturer's standard warranty will apply unless otherwise specified in the IFB.

12. Contract Renewals, Multi-Year Contracts (if applicable)

Upon agreement of Southern University and the contractor, an open-ended requirements contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty six (36) months.

13. Contract Cancellation

Southern University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure to deliver within time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentations by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract.

14. AWARD AND EXECUTION OF CONTRACT:

The owner shall incur no obligation to the contractor until the contract between the owner and contractor is duly executed. If the contractor is notified of the acceptance of the bid within thirty (30) days of the opening bid date, contractor agrees to execute and deliver to owner, Performance and Payment Bond and Certificate of Insurance, a copy of which is attached to the Contract Documents, within ten (10) working days after notice from the Owner that the instrument is ready for signature.

15. Fiscal Funding Clause (Renewal Contracts Only)

Bidders must comply with all requirements on these pages, where applicable.

In accordance with LA R.S.39:1615 (c) and (e), any contract entered into by the State of Louisiana and Southern University shall include the following Fiscal Funding Clause:

C. Termination due to unavailability of funds in succeeding years. When funds are not appropriated to support continuation of performance in a subsequent year of a multiyear contract, the contract for such subsequent year shall be terminated. When a contract is terminated under these conditions, no additional funds shall be paid to the contractor as a result of such action. **E.** With respect to all multiyear contracts, there shall be no provisions for a penalty to the state for the cancellation or early payment of the contract. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. All proposers should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

16. Default of Contactor

Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the state had determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

17. Order of Priority

In the event there is a conflict between the Instructions to Bidders the General Terms and Conditions will govern.

18. Applicable Law

All contracts will be construed in accordance with and governed by the laws of State of Louisiana. Vendors shall be in compliance with applicable laws of the State of Louisiana and Federal Laws where applicable, to include licenses, fees and permits. Vendors are responsible for the cost of licenses, fees and permits.

19. Insurance

Vendor shall maintain insurance coverage throughout the project including insurance for sub-contractors.

20. Certification of No Suspension or Debarment (\$25,000 or more)

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.sam.gov.

☒ **Federal Funded** ☐ **Non-Federal Funded**

21. E-VERIFY (verification of employees)

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

22. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.a, no public servant, or member of such public servant's immediate family, or legal entity in which he is a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions and provisions.

23. Discriminatory Boycotts of Israel

This section applies to procurements with a value of \$100,000 or more and for vendors with five (5) or more employees

Consistent with existing Louisiana non-discrimination provisions and regulations governing purchases executive branch agencies may not execute a procurement contract with a vendor if that vendor is engaging in a boycott of Israel. Further, executive branch agencies shall reserve the right to terminate any procurement contract with a vendor that engages in a boycott of Israel during the term of the contract.

A vendor must in writing, when a bid is submitted or when a procurement contract is awarded, that:

- a. it is not engaging in a boycott of Israel; and
- b. it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

All competitive sealed bids and proposals issued for procurement contracts with executive branch agencies shall include the text of the following certification: "By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial of any subcontractor or supplier, refused to or terminated business activities, or taken other actions intended to limit commercial relations, with a or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the

Bidders must comply with all requirements on these pages, where applicable.

response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response."

24. Mutual Indemnification

Each party hereto agrees to indemnify, defend and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

25. Bidder Inquiries

No negotiations, decisions, or actions will be executed by any bidder as a result or any oral discussion with any University employee or State Consultant. Only those transactions which are in writing, signed by **Linda A. Antoine, Director of Purchasing, will be considered as valid.** Likewise, the University will only consider communication from bidders, signed and in writing, to the **Purchasing Department, Post Office Box 9534, Baton Rouge, Louisiana 70813, Attention: Linda A. Antoine.** Please note that all inquiries sent via mail/fax/email should be sent on date as indicated.

26. Fair Labor Standards Act

Contractor shall be in compliance with the **Fair Labor Standards Act 29 USC 201-6**; Establishes minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees or in the production of goods for interstate commerce. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: www.dol.gov/esa

27. Davis-Bacon Act (\$2,000 or more)

Contractor shall be in compliance with the **Davis-Bacon Act, 40 USC 276A-7**; ensures that laborers and mechanics employed pursuant to federally funded construction contracts, subcontracts and construction under Federal grants, will be paid wages as determined by the U.S. Secretary of Labor. **By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof is in accordance with said compliance.** United States Department of Labor website: www.sam.gov

☒ Federal Funded ☐ Non-Federal Funded

28. Small Business Entrepreneurship Programs

The Southern University System is a participant in the Louisiana for the Small Entrepreneurships Program (the Hudson Initiative) and the Louisiana Initiative for Veterans and Service-Connected Disabled Veterans-Owned Business Small Entrepreneurships. Bidders are encouraged to consider participation. A list of certified vendors and additional information can be obtained from website <http://www.ledsmallbiz.com>. Potential participants may also register at this website.

29. Public Works Projects (R.S. 38:2227)

In accordance with the provisions of R.S. 38:2227; in awarding public works projects, any public entity is authorized to reject a proposal or bid, or not award the contract, to a business in which any individual with an ownership interest of ten percent (10%) or more, has been convicted, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime.

30. Tobacco-Free Policy

The use of tobacco products on any Southern University campus is prohibited by students, staff, faculty or visitors in all campus buildings, facilities, or property owned or leased by Southern University System and outside areas of the campus where non-smokers cannot avoid exposure to smoke; on campus grounds, facilities, or vehicles that are the property of the University; and at lectures, conferences, meetings, and social and cultural events held on school property or school grounds. The sale or free distribution of tobacco products, including merchandise on campus or at school events is prohibited.

31. Equal Opportunity Employer

Southern University and A&M College Systems of the State of Louisiana is an equal opportunity employer and looks to its contractors, sub-contractors, vendors, and suppliers to take affirmative action to effect this commitment in its operations. By submitting and signing this bid, the bidder certifies that he agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Section 303 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246, as amended; and the Americans with Disabilities Act of 1990. Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor. Bidder further agrees to keep informed of and comply with all Federal, State, and local laws, ordinances, and regulations which affect his employees or prospective employees. Any person

Southern University – Baton Rouge**Bid Number 10289**

Bidders must comply with all requirements on these pages, where applicable.

Bid Form#: SU 006

who is a "Qualified Individual with a Disability" as defined by 42 USC 12131 of the American with Disabilities Act who has submitted a bid on this procurement and who desires to attend the bid opening, must notify this office in writing no later than seven (7) working days prior to the bid opening date of their need for special accommodations. If the requested accommodations cannot be reasonably provided, the individual will be so informed prior to the bid opening.

32. Code of Ethics

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

33. Vendor Forms/SU Signature Authority

The terms and conditions of the SU solicitation and purchase order/contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc. The University's chief procurement officer, or designee, is delegated sole authority to execute any vendor contracts, forms, etc. Departments are prohibited from signing any vendor forms.

34. Prosecution of Work:

The work is to be done when Southern University is in operation. The contractor shall, therefore, plan the repairs and installation in specifications so as not to interfere with normal operations of the facility and shall exert effort to expedite completion of the work once it has started. It is intended that the work shall be done during normal working hours, however, should work require overtime (Saturday, Sunday and/or night working hours), the cost must be borne by the contractor at no extra compensation from the Owner (Southern University).

35. Termination of the Contract for Convenience

The State/University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

36. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Owner to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the Owner to cure the defect.

37. Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

38. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the SU contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the Purchasing Office. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

39. Acceptance

Upon written notice by the Owner, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

40. Guarantee

It is the intention of the specifications to secure a first-class permanent material and construction and to this end, Contractor will be held responsible for and must correct defects discovered in the work within one (1) year from acceptance. Should any materials or methods be called for, of such nature to render this guarantee impossible, written notice to this effect should be given Owner (Southern University) before signing contract and/or beginning of work; failure to do this will be construed as agreement to the strictest terms of the guarantee.

41. Clean-Up

Southern University – Baton Rouge**Bid Number 10289**

Bidders must comply with all requirements on these pages, where applicable.

Bid Form#: SU 006

The Contractor will be directed during the progress of work to remove and properly dispose of the resultant and debris. Upon completion, Contractor shall remove all equipment, unused materials and debris and will leave the premises in a clean and first-class condition.

42. Examination of Site

Each bidder will visit the site of the proposed project and will fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under this contract. No consideration or allowance will be granted the Contractor for failure to visit the site or for any alleged misunderstanding of the materials to be furnished or the work to be done.

43. Bonds

The University reserves the right to require a bid bond and/or a performance and payment bond on any award more than 25,000

44. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by The Copeland "Anti-Kickback" ACT which provides that each Contractor or Subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

45. Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the CLEAN AIR ACT which prohibits the use under non-exempt contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

46. Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

47. Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

48. Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and The Debarment Act.

49. Signature Authority

L. R.S. 39:1594 (C)(4), requires the soliciting entity to require bidders to submit evidence of authority to submit the bid. Louisiana Revised Statutes 39:1594 (C)(4) provides as follows:

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the **secretary of state**, or the signature on the bid is that of any member of a partnership or partnership in commendams listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bid is accompanied by a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices

A copy of the applicable signature authority document/board resolution or LA Secretary of State Registration must be submitted with proposal.

PLEASE ENCLUDE A COPY OF THE COMPANY'S W9 WITH THE BID

LIST OF SIGNS TO BE QUOTED

Item Location Code	TEXT	Address	Building #	Description	Double Face	Comments	Quantity	Unit Price	Total
1	Augustus C. Blanks Hall	8333 Jesse N. Stone Avenue	179	Sign Type 1	Yes	Yellow Posts			
2	Baranco-Hill Student Health Center	8770 Elton C. Harrison Drive	185	Sign Type 1	Yes	Yellow Posts			
3	Child Development Laboratory	8545 Jesse N. Stone Ave	190	Sign Type 1	Yes	Yellow Posts			
4	Child Development Laboratory	(ARROW)	190	Sign Type 2	Yes	Yellow Posts			
5	Clifford T. Seymour Hall	8099 Elton C. Harrison Drive	85	Sign Type 1	Yes	Yellow Posts			
6	Dolores Margaret Richard Spikes	8609 Robert E. Smith Boulevard	187	Sign Type 1	Yes	Yellow Posts			
7	E.N. Mayberry Dining Hall	332 Roosevelt Steptoe Avenue	165	Sign Type 1	Yes	Yellow Posts			
8	Event Center	8101 James J. Prestage Street	39	Sign Type 1	Yes	Yellow Posts			
9	Frank Hayden Hall	8229 Elton C. Harrison Drive	154	Sign Type 1	Yes	Yellow Posts			
10	Head House/Green House	9202 B. A. Little Drive	176	Sign Type 1	Yes	Yellow Posts			
11	Henry L. Thurman Jr. Building	8608 Robert E. Smith Boulevard	128	Sign Type 1	Yes	Yellow Posts			
12	Horace Wesley Moody Sr. Intermural Sports Complex	8707 Helen M. Barron Avenue	196	Sign Type 1	Yes	Yellow Posts			
13	James Blaine Moore Hall	8558 Elton C. Harrison Drive	161	Sign Type 1	Yes	Yellow Posts			
14	James W. Lee Hall	8553 Elton C. Harrison Drive	153	Sign Type 1	Yes	Yellow Posts			
15	J. K. Haynes Hall	775 Swan Avenue	170	Sign Type 1	Yes	Yellow Posts			

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16	John B. Cade Library	404 Steptoe Avenue	167	Sign Type 1	Yes	Yellow Posts			
17	Joseph S. Cade Administrative Building	8111 G. Leon Netterville Drive	166	Sign Type 1	Yes	Blue Posts			
18	J. S. Clark Administration Building Annex	8100 James J. Prestage Street	40	Sign Type 1	Yes	Blue Posts			
19	J. W. Fisher Hall	8488 Robert E. Smith Boulevard	90	Sign Type 1	Yes	Yellow Posts			
20	Leonce E. Gaiter Hall	8401 G. Leon Netterville Drive	20	Sign Type 1	Yes	Yellow Posts			
21	P. B. S. Pinchback Engineering Building	8505 Robert E. Smith Boulevard	186	Sign Type 1	Yes	Yellow Posts			
22	Pinkie E. Thrift Hall	8444 Elton C. Harrison Drive	125	Sign Type 1	Yes	Yellow Posts			
23	Rodney G. Higgins Hall	405 Roosevelt Steptoe Avenue	178	Sign Type 1	Yes	Yellow Posts			
24	Ronald E. McNair Hall	8405 G. Leon Netterville Drive	18	Sign Type 1	Yes	Yellow Posts			
25	Student Counseling Center	8710 Elton C. Harrison Drive	192	Sign Type 1	Yes	Yellow Posts			
26	T. H. Harris Hall	9111 Jesse N. Stone Avenue	139	Sign Type 1	Yes	Yellow Posts			
27	T. H. Harris Hall Annex	8219 Jesse N. Stone Avenue	139A	Sign Type 1	Yes	Yellow Posts			
28	Tourgee A. Debose Hall	8222 Elton C. Harrison Drive BLDG A	91	Sign Type 1	Yes	Yellow Posts			
29	T.T. Allain Hall	8705 B. A. Little Drive	156	Sign Type 1	Yes	Yellow Posts			
30	William H. James Hall	8555 Elton C. Harrison Drive	159	Sign Type 1	Yes	Yellow Posts			
31	William L. Pass Station University Police	8703 B. A. Little Drive	66	Sign Type 1	Yes	Blue Posts			
32	William W. Stewart Hall	8113 Elton C. Harrison Drive	160	Sign Type 1	Yes	Yellow Posts			

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SECTION 10 14 26.10

POST AND PANEL EXTERIOR SIGNAGE

PART 1 - GENERAL

Southern University intends to replace exterior campus signage to develop a unified, professional appearance. The standards and specifications detailed in this document represent the quality results the university expects. Bidders will be expected to comply with the specifications of materials as well as provide consistent design, placement, materials, and messaging.

The colors and font style used in the graphic design of this sign system are from the SU branding deck obtained from the Southern University Office of Communications.

The finishes of Columbia Blue PMS 292, Gold PMS 123 and Navy PMS 2965 shown on the layouts, using the typeface Futura Medium and the interlocking "SU" logo and University name are designed to conform with the range of architectural styles and settings on the SU campus.

1.01 SUMMARY

- A. Section includes: Non-Illuminated post mounted signs complete with components by single manufacturer at locations indicated. Provide all exterior signs from same manufacturer.

- B. Related sections:

- 1. Section 01 62 00: Product Options and Substitutions.
 - 2. Section 03 30 00: Cast-in-Place Concrete.
 - 3. Section 04 22 00: Concrete Unit Masonry.
 - 4. Section 07 24 00: Exterior Insulation and Finish System.
 - 5. Section 07 90 00: Joint Protection.

1.02 REFERENCES

- A. Standards of the following as referenced:
 - 1. Aluminum Association (AA).
 - 2. American National Standards Institute (ANSI).
 - 3. American Society for Testing and Materials (ASTM).

1.03 SYSTEM DESCRIPTION

- A. Design criteria: Design to resist wind loads to 125 MPH when installed in accord with reviewed shop drawings and installation instructions.

1.04 SUBMITTALS

- A. Product data:
 - 1. Manufacturer's signed statement regarding compliance with QUALITY ASSURANCE Article.
 - 2. Manufacturer's product literature indicating units and designs selected.
 - 3. Maintenance data and cleaning requirements for exterior surfaces.

B. Shop drawings:

1. Indicate materials, sizes, configurations, applicable substrate mountings, and location of connections provided in other sections. Specifically indicate tolerances required from other sections for base mounted modules.
2. Typography sample for copy.
3. Artwork for special graphics.
4. Furnish templates for locations of anchors installed by others.

1.05 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer qualifications: Work under this section from manufacturers regularly engaged in work of this magnitude and scope for minimum of seven years.

B. Pre-installation conference: Closely coordinate tolerances required in this section for installation to bases supplied in other sections.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Acceptance at site: Coordinate delivery of work to Project site under this section for immediate installation.

B. Handling materials and equipment: Handle signage in careful manner in order not to damage or mar surfaces of signs or adjacent finish surfaces as applicable.

1.07 SEQUENCING AND SCHEDULING

A. Coordinate:

1. Installation with adjacent finish materials in manner not to destroy adjacent surfaces.
2. with other sections for cast-in or built-in anchors and mounting hardware in work accomplished in other sections.

1.08 WARRANTY

A. Special warranty: Manufacturer's standard seven year limited warranty covering coating degradation, chalking, fading, and fiberglass delaminating.

PART 2 - PRODUCTS

2.01 MANUFACTURED UNITS

A. Acceptable product:

1. APCO: 388 Grant Street SE, Atlanta, Georgia, 30312, USA. Phone: (404) 688-9000. Telex: 752098. Fax: (404) 577-3847.
2. CHARLESTON MANUFACTURING LLC, 122 Albert Buckley Dr., Charleston, MS 38921 Phone: 800-647-2384
3. Other manufacturer's products are acceptable if submitted in accord with Product Options and Substitutions section and are in strict compliance with the specified requirements.

B. Types:

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1. Double post and panel signs with post and side frame assembly designed to allow for removal of panels in the field without dismantlement of the entire sign.
 2. Changeable Word Bar with bars of varying heights made of extruded aluminum message panels
 - a. Height options: 2', 3', 4', 5' 6", 8" and 12".
 - b. Width options: 18" to 96"
 3. No Reveal is specified
 4. Color to conform with Southern University Branding desk
- C. Sizes: Indicated in SCHEDULES Article.

2.02 COMPONENTS

A. Graphics:

1. Pressure sensitive graphics (PSG) colors with reflective finish **
2. Type:
 - a. Size: Indicated in SCHEDULES
 - b. Style: See Drawings
 - c. Type code: Indicated in schedule.

2.03 FABRICATION

A. Shop assembly:

1. Fabricate units to configurations indicated on reviewed shop drawings. Internally reinforce units in accord with reviewed shop drawings.
2. Provide copy required on reviewed shop drawings in accord with manufacturer's standard procedures.
3. Fabricate posts to lengths required for mounting to concrete pad.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of conditions:

1. Examine areas to receive sign modules;
2. Notify Campus Architect in writing of unacceptable substrate or improper location.
3. Beginning work indicates acceptance of substrate. Subsequent modifications to substrate or modules becomes this section's complete responsibility.

3.02 INSTALLATION

- A. Install sign modules in locations indicated in accord with reviewed shop drawings. Square, plumb, and level units.

-
- B. Install base mounted modules on prepared base; secure to base; caulk joint between module and base with polyurethane sealant specified above and in accord with Joint Sealers section.

3.03 CLEANING

- A. Clean exposed surfaces not more than 48 hours prior to Date of Substantial Completion in accord with manufacturer's written cleaning instructions.

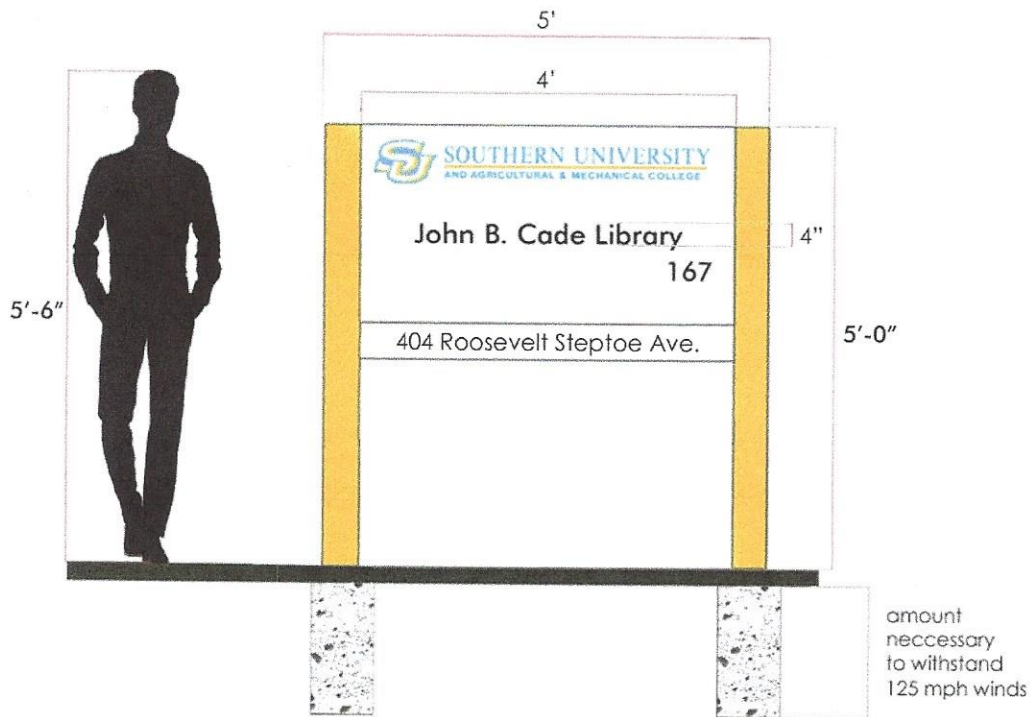
3.04 SCHEDULES

- A. See attached Schedule.

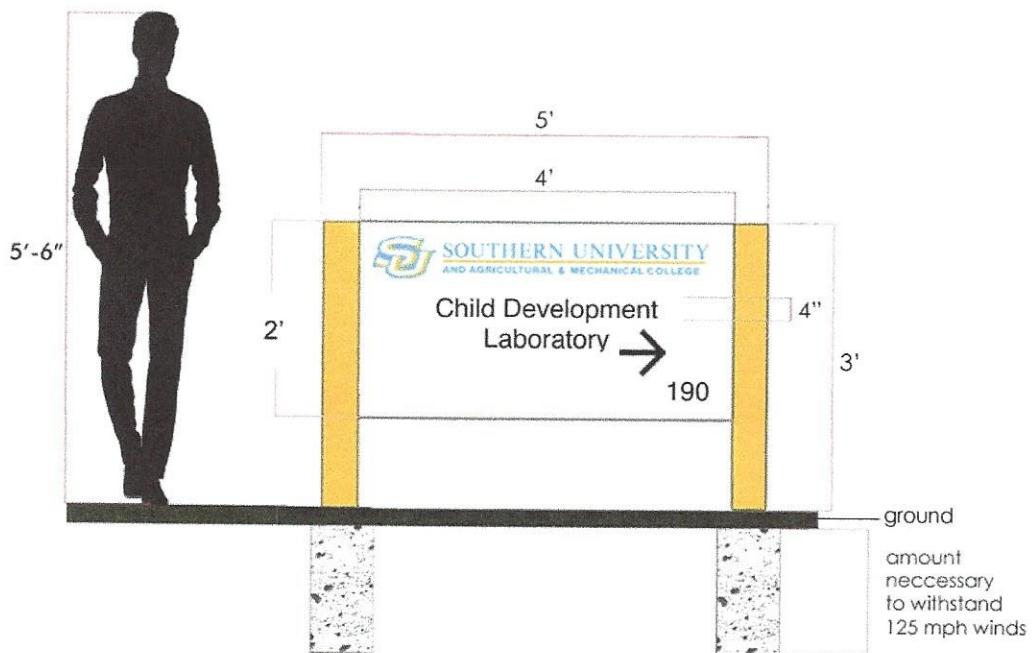
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Sign Typicals - Use this typical as a basis for the individual signs as described in Schedule. **ALL SIGNS TO BE DOUBLE FACE.**

Sign Type 1



Sign Type 2



BID NUMBER 10289

EXTERIOR SIGNAGE

ADDITIONAL INFORMATION

- A. All obstacles that would interfere with the construction of the signs shall be properly removed and disposed.
- B. Notify "Louisiana One Call" or verify notification.
- C. Ensure signs are on property line
- D. All posts shall be set in cement concrete footings and shall be troweled smooth. Concrete footings shall be strong enough to withstand 125 mph winds. The footings shall be allowed to cure up to a period of at least seven days before any stress is applied.
- E. The posts shall be set vertical and shall be uniform and equal height above the ground.
- F. *Grading:* The signs shall be constructed to follow a smooth profile.
- G. *General Appearance:* All signs shall present the same general appearance. The product of one manufacturer only will be accepted, except for items which do not influence the appearance of the completed signs. The signs shall be the product of a manufacturer who has demonstrated by actual installations of similar nature, that its product is the type required.

INITIAL AND RETURN WITH BID _____

INSURANCE REQUIREMENTS
Southern University

Bid 10289

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. **A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.**

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or

for assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

NOTE: SUCCESSFUL CONTRACTOR/VENDOR IS REQUIRED TO SUBMIT INSURANCE CERTIFICATE WITH SOUTHERN UNIVERSITY AS THE CERTIFICATE HOLDER.

SOUTHERN UNIVERSITY AND A&M COLLEGE
BATON ROUGE CAMPUS

ON-CAMPUS ATTENDANCE REQUIREMENTS (COVID-19)

PROJECT: *Signage-Exterior (Remove and Furnish & Install) Bid Number 10289*

LOCATION: *Southern University-Baton Rouge Campus
(Various Locations)*

The Center for Disease and Control (CDC) recommends social distancing and wearing masks to prevent the spread of the Corona Virus (COVID-19).

Effective immediately, to attend Pre-Bid Conferences/Site Visits, Bid Openings, and Perform Work Projects in buildings or on grounds, Southern University requires you to wear a mask and when possible, stay at least 6 feet between yourself and others, even when you wear a face covering.



Date 9/14/2020

Linda Antoine, Director
Purchasing Department